

4-6-87  
1 BILL NO. S-78-10-2

2 / SPECIAL ORDINANCE NO. S-

198-78

3 AN ORDINANCE approving City Utilities  
4 Purchase Order No. 0300 with General  
5 Electric Company for materials for the  
6 Street Lighting Department.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
8 INDIANA:

9 SECTION 1. That City Utilities Purchase Order No. 0300, dated  
10 September 25, 1978, between the City of Fort Wayne, by and through the City  
11 Utilities Purchasing Agent and the Board of Public Works and General  
12 Electric Company, for:

13 100 - 250 H.P. Sodium Power Doors, Multi Voltage for the  
14 Street Lighting Department,

15 at a cost of \$6,900.00, all as more particularly set forth in said purchase  
16 order, which is on file in the Office of the Department of Purchasing and  
17 is by reference incorporated herein and made a part hereof, be and the same  
18 is in all things ratified, confirmed and approved.

19 SECTION 2. That this Ordinance shall be in full force and effect  
20 from and after its passage and approval by the Mayor.

21  
22  
23   
24 Councilman

25  
26  
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31  
32 APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 10-10-78

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-24-78

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-198-78 on the 24th day of October, 1978.  
ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 1978, at the hour of 11:30 o'clock A.-M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 26th day of October, 1978, at the hour of 11 o'clock \_\_\_\_\_ M., E.S.T.

Rahul Elumchong  
MAYOR

Bill No. S-78-10-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving City Utilities Purchase Order No. 0300 with General Electric Company  
for materials for the Street Lighting Department

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance do PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

*Paul M. Burns*

*James S. Stier*  
*Vivian G. Schmidt*  
*Winfield C. Moses, Jr.*  
*Fredrick R. Hunter*

10-24-78

CONCURRED IN

DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To H. P. Wehrenberg, Board of Works

Date September 25, 1978

From Ruth Winget, Purchasing Department

Subject Sodium Power Doors

## COPIES TO:

E. A. Stanczak Jr.  
J. Shoulders  
C. E. O'Neal

Herewith is Purchase Order Number 0300 which is prepared favoring General Electric Company for One-Hundred (100) Sodium Power Doors for Street Lighting Department.

These are proprietary items because:

1. Meets with the standards of the City of Fort Wayne.
2. Other sources of supplies would not be interchangeable with this item.
3. This item is for maintenance purposes.

Attached are the following documents in support of the recommendation for acceptance of General Electric Company.

1. Copy of General Electric Company's quote.
2. Purchase Order Number 0300.

It is urged that in referring this quote to the City Council for enactment of an ordinance, that all of the attached items, together with this memorandum (or copies), be included with the proposed ordinance.

Please make sure that no confirming Purchase Order Number is given to General Electric Company until evidence of Council approval is furnished to the Purchasing Department.

R. A. Winget  
R. A. Winget

Approved: R. F. Bugher  
R. F. Bugher

66-180-13  
9/27/78

Request to John Kelly

General Electric Company

FOR FASTER HANDLING  
OF YOUR ORDER REFER TO

Sales Office Street Address

City and State

Date

QUOTATION NO.

300 Madison Ave., Room 1510, Toledo, Ohio September 21, 1978 242-64508

Mrs. Ruth Winget, Buyer

City of Fort Wayne

One Main Street

Fort Wayne, Indiana 46802

CC: JOHN SHOULDERS

☒ F.O.B. POINT OF SHIPMENT  
NET CASH WITHIN 30 DAYS  
FROM DATE OF SHIPMENT☐ OTHER.....

Gentlemen:

We thank you for your inquiry and are pleased to submit the following quotation.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT OR NET	* PRICE CLAUSE	ESTIMATED WEEKS SHIPMENT
1	100	Cat #35-962490-N8, 250W High Pressure Sodium Power/Door	\$69.00 Ea	Net	1G	4 - 6 wk
NOTE: Item quoted is a product of the Lighting Systems Business Dept., Hendersonville, N.C.						
RECEIVED PURCHASING DEPT. SEP 25 1978 AM PM 7:8,9,10,11,12,1,2,3,4,5,6						

\* Price adjustment clause is attached.

Stock items are subject to prior sale.

Transportation: ☒ Normal AllowedGENERAL ELECTRIC  
WILL SELECT  
METHOD AND ROUTING☐ Not AllowedThis quotation is void unless accepted within 15 days from date hereof, and, in the meantime is subject to change upon notice.  
It supersedes all previous quotations and agreements relating to this transaction.

Very truly yours,

SIGNATURE AND SALES OPERATION

Karen Armstrong, Sales Assistant

NOTICE: Sale of any products or services covered by this quotation is conditioned upon the terms contained herein (including those on the back of this form).  
Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless specifically assented to in writing by  
Seller's authorized representative.

## CONDITIONS OF SALE

**1. WARRANTIES:** Seller warrants to Buyer that products and any services furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in Seller's quotation. The foregoing shall apply only to failures to meet said warranties (excluding any defects in title) which appear within one year from the date of shipment hereunder, provided, however, that if Buyer, in the course of its regular and usual business, transfers title to or leases such products (including equipment incorporating such products) to a third party, such period shall run until one year from such transfer or lease or eighteen months from shipment by Seller, whichever occurs first.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction. If any product or service fails to meet the foregoing warranties (except title), Seller shall thereupon correct any such failure either, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, F.O.B. Seller's plant or other point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products or services, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents," the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** Seller does not warrant any products or services of others which Buyer has designated.

**2. PATENTS:** (a) Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given such information and assistance, Seller shall defend, or any settle, any and all proceedings against Buyer so far as based on a claimed patent infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute with an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement, by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

**3. DELIVERY, TITLE AND RISK OF LOSS:** Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery.

**4. EXCUSABLE DELAYS:** Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Seller will notify Buyer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

**5. PAYMENTS AND FINANCIAL CONDITION:** Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Buyer's risk and expense.

Any contract or order by Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer becomes insolvent at any time during the term of this agreement, the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy, insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

**6. DISCLOSURE OF INFORMATION:** Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

**7. TAXES:** In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the manufacture, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

**8. LIMITATIONS OF LIABILITY AND INDEMNITIES:** (a) Unless otherwise agreed in writing by a duly authorized representative of Seller, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller be liable for or responsible for any special, consequential, incidental or penal damages, or for any loss of profits or revenues, loss of use of the products or of any associated equipment, damage to associated equipment, cost of customer's cost of substitute products, facilities, services or replacement power, down time losses, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products or services to a third party, Buyer shall transfer title to such third party a copy of this paragraph and shall assume the responsibility of the provisions hereof.

(c) Except as provided in Article 2, "Patents," in no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller be liable to Buyer for any loss or damage arising out of, or resulting from, or caused by, or from its performance or breach of, or from the products or services furnished hereunder, except the price of the specific product or service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranties."

(d) If Seller furnishes Buyer with advice or other assistance in which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

**9. GENERAL:** Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable laws, will comply with applicable Federal, state and local laws and regulations as of the date of delivery, and will be produced in full compliance with the Equal Employment Opportunity Act (including the seven paragraphs appearing in §502 of Executive Order 11345, as amended) (iii) workmen's compensation, and (iv) the production in Seller's manufacturing facilities of products furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws or regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative.

The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereof shall be governed by the law of the State of New York.

The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's suppliers.

**CHARTER 10**

The prices listed herein are firm for six months from date of the order.

For shipments made more than six months from the date of the order, the price shall be increased at the time of shipment 1% for each full month or fraction thereof in excess of six from date of order to date of shipment.

**CHARTER 11**

The prices listed herein are firm for twelve months from date of the order.

For shipments made more than twelve months from the date of the order, the price shall be increased at the time of shipment 1% for each full month or fraction thereof in excess of twelve from date of order to date of shipment.

**CHARTER 12**

(Excludes China 83)

The prices listed herein are subject to adjustment upward from the date of the order to the date of shipment at the rate of 2% of the ruling price for each full month or fraction thereof.

Company has been delayed by any of the causes specified in the clause entitled "Excusable Delays" which it is hereby agreed shall mean any delay in shipment that meets the conditions herein.

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Data subject to change without notice

Standard Price List No. 10, 11, 12

Standard  
Price List  
No. 10, 11, 12

## CITY OF FORT WAYNE

## CITY UTILITIES

DEPARTMENT OF PURCHASES  
CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

ORIGINAL  
PURCHASE ORDER NO.

0300

This number must appear on each pack-  
age, packing slip, invoice, bill of lading,  
express receipt and correspondence.

DATE September 25, 1978

General Electric Company  
Room 1510  
300 Madison Avenue  
Toledo, Ohio 43604

SHIP TO —

City Street Lighting Dept.  
1701 South Lafayette Street  
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO —  
CITY UTILITIES

GENERAL ACCOUNTING  
4th FLOOR CITY-COUNTY BUILDING  
NUMBER ONE EAST MAIN STREET  
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING  
CERTIFICATION AS REQUIRED BY  
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
	100	Per Quote #242-64508 250 H.P. Sodium Power Doors - Multi Voltage 120/240 Volt  G. E. Cat 35-962490N8  <i>EUP</i> <i>Mar 9 1978</i>  Net 30 Price per John Kelly Ship: 4-6 weeks A.R.O. F.O.B. Delivered  SUBJECT TO COUNCILMANIC APPROVAL	154.01	69.00/ea	\$6,900.00

ATTENTION!

Send all invoices to General Accounting  
4th Floor, City-County Bldg.  
1 E. Main St.  
Fort Wayne, Indiana 46802  
Show P. O. Number on Packing Slip  
and Invoice.

RW/pl #9399x 78-66

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN



## City Utilities

PURCHASE REQUISITION

General Electric Co.  
Rm. 1510  
300 Madison St.  
Toledo, Ohio 43604

Date 9/18/79

Please order the following Material for Delivery as Specified:

To be delivered to 144 Street - 15th Ave - 11th St. - 1st Ave - 1st St Reg. No. 78-66

On or before Per Quote # 242-64508 P. O. No. 0300

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED COST
100	250 H.P. SODIUM POWER DROPS - MULTI	15401	
	VOLUME - 120/240 VOLT		
	G.E. Co. <sup>35-</sup> 962,000 N8	#69.00/ea	#6,900.00
	Net 30		
	HAINT. & STOCK Price per John Kelly		
	C&Q Ship 4-banks. A.P.O.		
	9-18-78 A.O.B. Delivered		
	W. Biggs Subj. to Councilman's Approval		
REMARKS:	9/20/78		

I hereby certify that the work or supplies above specified  
are necessary for stock or use in this department.

Department STREET LIGHTING

Dept. Head

Charge Light

Water

Save as

Single species - Mistletoe - grass & Starbuckle,  
not interchangeable with other Brousses.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES PURCHASE ORDER NO. 0300 - GENERAL ELECTRIC  
COMPANY \$6900.00

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 0300 TO GENERAL ELECTRIC COMPANY IN

AMOUNT OF \$6900.00 FOR 100 - 250 H.P. SODIUM POWER DOORS, MULTI VOLTAGE FOR THE STREET .

LIGHTING DEPARTMENT.

MEMORANDUM AND PURCHASE ORDER ATTACHED

EFFECT OF PASSAGE ACQUISITION FOR MAINTENANCE AND STOCK

EFFECT OF NON-PASSAGE UNABLE TO MAINTAIN STREET LIGHTING AS NECESSARY

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$6900.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE \_\_\_\_\_